

Bread Del.

Milwaukee

ADMINISTRATIVE FILE

*Survey - Bread Deliveries  
in Milwaukee, Wisconsin*

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**SURVEY OF BREAD DELIVERIES IN MILWAUKEE, WISCONSIN**

On June 12, 1946, the Committee interviewed Frank Kenney, Secretary-Treasurer of General Chauffeurs, Teamsters and Helpers Local Union No. 200. At the present time Local Union 200 is drop-delivering a special bread baked by the Omer Baking Company for E. R. Godfrey & Sons, Grocery Wholesalers for the I.C.A. Stores. This bread is being delivered to approximately 108 Retailers in the Milwaukee area. The bread is now being delivered by Local Union 200 at an hourly rate of \$2.30 for an 8-hour work day with time and one-half for Saturday work. A six-day week each is guaranteed the Freight Drivers delivering this bread.

In delivering the bread to the I.C.A. Stores, the Driver merely drops a box of bread. Usually the Stores are open but there is no display, no call back, and no returns. According to Brother Kenney, it is the claim of Secretary Almer Johnson of Bakery Sales Drivers Local Union No. 344 that the Omer Baking Company tried to get Local Union 344 to haul this bread but the Omer Baking Company wanted a special deal and would not take the regular wholesale contract. The Omer Baking Company has been entirely a house-to-house service bakery.

Local Union No. 200 is now delivering bread for A & P and National Tea Stores these chains bake their own bread and deliver by mixed and straight loads at an hourly rate of \$2.30. This has been going on for about twenty years under the jurisdiction of Local Union 200.

Kroger recently acquired the Kresko Store chain in Milwaukee. Kroger bread is baked in its own bakery in Madison; is brought in by transport; then separated and delivered in mixed loads by Kroger trucks under contract to Local Union 200.

At the present time Local Union 200 has about 6,000 members and Local Union 344 has about 1500 members.

In addition to the special bread baked by the Omer Baking Company for I.C.A., the Omer Baking Company bakes its own bread for retail (house-to-house sale) which deliveries are made by the Bakery Sales Drivers Local Union 344.

The National Tea Stores have a special contract with Local Union No. 200 at a rate of \$2.32 per hour with a guarantee of a minimum of 4-hours on Saturday at time and one-half.

Brother Kenney states that the drop-delivery of bread to the I.C.A. Stores involves three drivers and he would have no objection to giving up this work to Local Union No. 344. However, he feels the contract rates for bread hauling now in effect by Local Union 200 should be taken on by Local Union 344.

In addition to the foregoing, Local Union 300 now drop-delivers bread for Kohl Brothers who operate nine supermarkets in the Milwaukee area and who bake their own bread.

The bulk of the national brand breads are delivered in the Milwaukee area by Bakery Sales Drivers Local Union 344 on a salary and commission basis. Brother Ramsey stated that there is no jurisdictional dispute between Local Union 300 and Local Union 344 and Brother Johnson's statements bear this out.

On June 13, 1956, the Committee interviewed Elmer Johnson, Secretary-Treasurer of the Bakery Sales Drivers Local Union 344. Brother Johnson stated that I.O.A. had about 314 stores in the Milwaukee area and that at the present time I.O.A. was drop-delivering a special loaf of bread to about 105 member stores. Brother Johnson stated that the Oaar Baking Company retail driver salesmen average about \$100.00 per week for a 6-day week and the wholesale drivers of Local Union 344 average \$130.00 per week with some getting as much as \$150.00 per week. The work day is from 3:00 A.M. to 3:00 P.M. (see copy of local union 344 contract.) Brother Johnson stated that under the I.O.A. arrangement the driver working under the jurisdiction of Local Union 300 drops the bread either outside the store or at the cash.

It is understood that the I.O.A. stores send their checks to A. J. Godfrey & Sons Company and that company is billed for the bread by the bakery. According to a survey made by Brother Johnson, with the exception of six inside deliveries, all of the I.O.A. stores drop-deliveries have been dark steps using one semi-trailer and four straight jobs. The price is put on the bread at the bakery. In addition to bread, some are being drop-delivered, and it is understood that I.O.A. intends to go into delivering doughnuts by the same methods.

With the exception of special steps to certain state bread stores of Oaar Baking Company, Bakery Sales Drivers Local Union 344 has no contract provision for bread deliveries on an hourly basis.

Brother Johnson viewed Oaar Baking Company's arrangement with I.O.A. as a move to crash the wholesale market, and reported that the Oaar Baking Company is bidding on bread for State institutions, via transport delivery.

Brother Johnson reported that the Oaar Baking Company is not a member of the Bakers' Council, whose members are perturbed by the Oaar Baking Company development and asking how they can pay commissions unless if Oaar Baking Company is allowed transport delivery. Brother Johnson stated that if I.O.A. built or bought a bakery that he would claim the work, but he stated that he has no hourly rate covering such work.

Mr. James Godfrey, President of A. J. Godfrey & Sons, 4180 North First Washington Road, Milwaukee, stated that the I.O.A. stores have one type of membership, and that each store carries a full line of I.O.A. products.

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The Godfrey Company handles a full line of wholesale products, including produce, frozen foods, drugs, meats and groceries. The I.G.A. Stores make about 75% of their total purchases from E. E. Godfrey & Sons, who, in addition, handles the bookkeeping for the individual stores. In an effort to compete with the chain stores, E. E. Godfrey & Sons purchases specially wrapped bread from the Omer Baking Company and has it drop-delivered between the hours of 1:30 P.M. and 9:00 A.M. at the I.G.A. Stores. According to Mr. Godfrey the driver performs the same functions as a general freight driver. In addition to this special bread, all I.G.A. Stores keep at least three other breads from the national bakeries. At the present time Omer Baking Company is making six different types of bread and two types of rolls for I.G.A. Stores delivery.

Mr. Godfrey indicated that according to a recent survey made by a Milwaukee newspaper, the A & P has about 40% of the retail food business in the Milwaukee area. Mr. Godfrey stated the Freight Driver does not pick up a bread order at the retail store but only delivers bread orders which have been phoned into the I.G.A. office by the stores and then sent to the bakery. This conflicts with Brother Johnson's statement that the Freight Driver does pick up an order at the store. Mr. Godfrey stated further that there were no returns on the special bread and that the driver performed no sales activities or merchandising activities in the store at all and was so different from other I.G.A. drivers who work for cartage companies as I.G.A. owns no trucks but hires all of their hauling done.

Committee: Mr. William Griffin  
Mr. Abraham Weiss  
Mr. Gerard Treaner

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1954-1956 AGREEMENT

Between

BAKERY SALES DRIVERS LOCAL UNION NO. 344

And

WHOLESALE BREAD COMPANIES OF MILWAUKEE, WIS.

\* \* \* \* \*

THIS AGREEMENT, made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 1954, by and between the \_\_\_\_\_,  
hereinafter referred to as  
the Employer, and the BAKERY SALES DRIVERS LOCAL UNION NO. 344, an  
affiliate of the I. B. of T. C. W. & H. of A. of Milwaukee,  
Wisconsin.

WITNESSETH

Whereas both parties are desirous of preventing strikes and  
lockouts and to maintain a uniform minimum scale of wages, hours  
and working conditions among the members of the Union, and concerns,  
individuals, and corporations hiring and employing truck drivers,  
route riders, and special delivery drivers and to facilitate a  
peaceful adjustment of all grievances and disputes which may arise  
from time to time between the Employer and his individual employee  
in the occupations above described, the following conditions are  
set forth:

ARTICLE I

Section 1. All present employees covered by this agreement  
who are members of the Union on the effective date of this pro-  
vision shall remain members in good standing as a condition of  
employment. All present employees who are not members of the  
Union on the effective date of this provision and all employees  
who are hired hereafter shall become and remain members of the  
Union in good standing as a condition of employment on and after  
the thirty-first day following the beginning of their employment  
or on and after the thirty-first day following the effective date  
of this provision whichever is the later. This provision shall  
be made and become effective as of such time that it may be made  
and become effective under the provisions of the National Labor  
Relations Act, but not retroactively.

Section 2. When the Employer needs additional help, he shall  
give the Union equal opportunity with all other sources to provide  
suitable applicants, but the Employer shall not be required to  
hire those referred by the Union.

Section 3. This provision shall not become effective any  
earlier or to any greater extent than permitted under applicable  
state law, and only after the requirements of state law, if any,  
are met.

ARTICLE II

The Employer agrees not to discharge any member of the Union because of union activities, or without just cause, and agrees to reinstate any such member of the Union in accordance with the terms for settling any disputes between the employer and the Union as hereinafter provided.

ARTICLE III

Section 1. It shall be the privilege of the employee covered by this agreement to have a Grievance Committee of three persons in the employ of said Employer appointed by the Union, for the purpose of handling disputes and difficulties. Representatives of the Employer, this Committee, and the Business Representative of the Union shall meet when the said disputes or difficulties arise. However, if a party feels aggrieved with said decision, such party shall have the privilege of appealing within ten (10) days from the decision of the Grievance Committee to a Board of Arbitration as outlined in the said terms of this agreement. Failure to take an appeal within ten (10) days shall forfeit the right of appeal, and the decision of the Grievance Committee then shall be final and binding upon both parties.

Section 2. Such Committee shall not be discriminated against.

ARTICLE IV

In case of a strike or lockout, it shall not be considered a violation of this agreement for members of this Union to refuse to cross the picket line.

ARTICLE V

The Employer agrees to recognize representatives of the Bakery Sales Drivers Local Union No. 344 as the sole bargaining agent in the matter of wages, hours and working conditions for all truck driver salesman and route riders in the employ of the Employer.

ARTICLE VI

Section 1. It is agreed and understood that when the route of any sales driver is cut or any part of his trade is apportioned to any other route, the sales driver whose trade is so taken shall receive no less than his average salary and commission of the past four (4) weeks, all such weeks to be six-day weeks, and shall continue to receive the same for a period of twenty-six (26) weeks.

Section 2. No driver shall pay for stale or returned goods.

ARTICLE VII

It is agreed and understood that either party to this agreement may request a split in a route or routes or to change a sales driver from one route to another; however, such request must be sanctioned by the Grievance Committee. If a party feels aggrieved, he shall have the privilege of appealing to a Board of Arbitration under Article XXIII.

ARTICLE VIII

It is agreed and understood that the Employer shall be solely responsible for and shall keep records of all authorized weekly and monthly charge accounts. No salesman shall personally carry any charge accounts.

ARTICLE IX

Section 1. (a) Effective May 1, 1954, the wage scale for sales drivers shall be Sixty-one Dollars (\$61) per week, plus ten percent (10%) commission on all sales in excess of Two Hundred and Sixty Dollars (\$260) per week.

(b) Effective May 1, 1955, the wage scale for sales drivers shall be Sixty-three Dollars and Fifty Cents (\$63.50) per week, plus ten percent (10%) commission on all sales in excess of Two Hundred and Sixty Dollars (\$260) per week.

(c) As of May 1, 1954, the minimum wage shall be Sixty-seven Dollars (\$67) per week for sales drivers. Effective May 1, 1955, this minimum wage shall be increased an additional Two and one-half Dollars (\$2.50) per week, becoming Sixty-nine Dollars and Fifty Cents (\$69.50) per week.

Section 2. At all times during the life of this agreement the transport drivers covered under this agreement shall receive the same minimum hourly rates and shall have the same hours of work conditions as negotiated by the Union and Omar Incorporated for the transport drivers of Omar Incorporated.

Section 3. At all times during the life of this agreement the special delivery drivers covered by this agreement shall receive the same wages and have the same hours of work conditions as the shipping room employees receive under the contract of this Union covering their employment.

Section 4. All route riders shall receive a minimum of Sixty-seven Dollars (\$67) per week, effective May 1, 1954, at such times as they are not operating a route. Effective May 1, 1955, this minimum shall be increased an additional Two and one-half Dollars (\$2.50) per week, becoming Sixty-nine Dollars and Fifty Cents (\$69.50) per week.

Section 5. On all goods delivered by special delivery or called for, prevailing commissions shall be paid to such sales drivers on whose routes special deliveries have been made.

Section 6. Any employee covered by this agreement now receiving more than the above-specified wage scale shall not suffer a reduction therein.



ARTICLE IX (continued)

Section 7. When any sales driver or route rider is paid one day or more in any one week, he shall be paid pro rata. Where a holiday falls during the week, pro rata payments for that week shall be computed as though the holiday were a day worked.

Section 8. All sales drivers and route riders shall receive one-sixth (1/6) of the guarantee in addition to their regular pay for the six (6) specified holidays.

ARTICLE X

The Employer agrees to deduct monthly from the wages of each employe covered by this agreement, upon signed authorization therefor, such employe's union dues, consisting of initiation fees, monthly fees, and uniform assessments owing to the Union as a result of membership therein and forward the same to the Secretary-Treasurer of said Union, or pay the same to any authorized business representative.

ARTICLE XI

It is further agreed that all sales drivers, as soon as their deliveries are made, shall be allowed to drive in and settle their accounts without any unnecessary delay.

ARTICLE XII

Section 1. In the event the Employer requires its sales drivers to wear uniforms, all sales drivers shall be required to wear the standard uniforms as provided by the Employer. Selection and cost of uniforms shall be agreed upon by the Employer and the Grievance Committee representing the salesmen in their respective places of employment.

Section 2. The cost of uniforms shall be equally shared by the Employer and the sales drivers; the Employer shall absorb the cost of maintenance of the uniforms.

Section 3. Uniforms shall consist of trousers, jackets, caps, and shirts, for winter and summer wear, and shall bear the union label.

Section 4. It is further agreed and understood that all uniforms shall be cleaned, pressed, and delivered by union workers.

ARTICLE XIII

It is agreed that sales drivers shall not make any stops before 5:00 a.m. or after 2:00 p.m. and must return to the bakery without any unnecessary delay; however, on Saturday or days before a holiday, deliveries may be made up to 3:30 p.m.



ARTICLE XIV

Section 1. All employees on the payroll for one (1) year prior to May first shall be entitled to two (2) weeks' vacation. All employees on the payroll for ten (10) years or more shall be entitled to three (3) weeks' vacation. All employees on the payroll for less than one (1) year as of May first shall, upon completion of one (1) year of service, be entitled to one (1) day's vacation for each month of service prior to May first. For those employees who are entitled to the three (3) weeks' vacation, the third week is to be taken between October first and April first with a limitation of two persons taking their vacation at one time. Employees who have accumulated ten (10) years of service on or before April 1, 1955, or on April 1, 1956, respectively, shall be entitled to the three (3) weeks' vacation. Vacations shall be paid at the regular rate of pay and commissions.

Section 2. Vacation period shall be scheduled from April first to October first of each year.

Section 3. Drivers are to pick their vacation period by order of seniority. The Employer shall determine the number of men who may take vacations in any one week with a minimum of two drivers being allowed to take their vacation in any week. Arrangement of vacation periods shall be made with the approval of the employees affected.

Section 4. If the driver resigns or is discharged without having had an earned vacation, he shall receive his vacation pay equal to the average salary and commission paid the last two weeks of his service, excepting route riders who shall be paid route riders' pay.

Section 5. Each salesman and route rider will be granted twelve (12) days off per year with full pay and commission in addition to their regular scheduled vacation and holidays. If an employee resigns or is discharged from the employ of the Employer before May first without having had a day off for each month of employment in the current work year, he shall receive one day's pay for each calendar month worked after May first of each year. If a new employee works less than two calendar months and leaves the employ of the Employer, he shall not be entitled to any earned days off. If the employee works more than two calendar months, he shall have earned the equivalent of one day for each month worked retroactive to the first of the month which is closest to his date of employment. The days off to be granted by management as management desires.

Section 6. It is agreed that if a holiday or a day off falls during a sales driver's vacation, he shall receive another day off or a day's pay which would be one-sixth (1/6) of his regular pay and commission in lieu of his day off, or one-fifth (1/5) of his regular pay and commission on a five-day week in lieu of his day off.

ARTICLE XV

Section 1. It is agreed by the Union that any driver wishing to quit his position must give his Employer one week's notice. Upon receipt of such notice, the Employer shall notify the Union in writing immediately.

ARTICLE XV-continued

Section 2. The Employer may discharge or lay off a driver for cause by giving one week's notice in writing to the Union stating the reason for the discharge or layoff. No written notice is required in a case of intoxication or dishonesty. The said driver may avail himself of Article III and Article XXIII if he takes issue with the action of the Employer in discharging him or laying him off.

Section 3. Said driver shall be entitled to work out one week on his route or receive one week's pay including salary and commission, except where dismissal is for dishonesty or intoxication.

Section 4. In case of sickness or absence through no fault of his own, said driver shall be given his same route on return to work.

Section 5. In case the Employer reduces his force, the last men hired shall be the first laid off. When increasing the force, the last man laid off shall be the first rehired. In the event routes are open, the last man laid off shall be the first man rehired for said route if he still is available.

ARTICLE XVI

Each sales driver shall furnish the Employer a cash bond not exceeding One Hundred Dollars (\$100) which bond shall be handled in the manner provided for in Section 331.41 of the Wisconsin Statutes of 1937. Present sales drivers who have not deposited their required bond at the time of execution of this contract shall be required to deposit with the Employer One Dollar (\$1) per week to bring such bond up to the required amount, unless otherwise mutually agreed.

ARTICLE XVII

Section 1. It is further agreed by the Employer that drivers will not be asked to make any written or verbal contract whatever.

Section 2. The Union agrees not to allow any sales driver of their organization to do work on the same territory on which he has previously worked for a competitor for a period of Twenty-six (26) weeks, unless his services have been terminated by the Employer.

ARTICLE XVIII

Under no consideration shall sales drivers work on Sunday, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, unless so sanctioned by the Union. Deliveries may be made only to hotels, restaurants, and amusement parks on these days; these deliveries to be delivered by special delivery men only. In the event V-J Day is declared a national legal holiday, this article of the contract may be re-opened for further negotiations.



ARTICLE XIX

The Employer agrees to issue daily duplicate order sheets to sales drivers, or to have a system that is satisfactory to the Union.

ARTICLE XX

Section 1. The Employer agrees that he will not require his sales drivers to make surveys.

Section 2. The Employer agrees that he will not require his sales drivers to attend more than one meeting per month unless consent is first obtained from the Union to hold additional meetings. The Employer further agrees to post a notice forty-eight (48) hours before holding any such meeting.

Section 3. The Employer agrees that he will not require his sales drivers to handle more than three pieces of advertising per store over a ninety-day period, provided that no sales driver shall be required to handle over fifteen pieces of advertising per day, but none is to be handled on Mondays or Saturdays or a day before a holiday. It is further understood and agreed that all such advertising must bear the union label whenever same is procurable. In the event the Employer wishes to handle in excess of three pieces of advertising per store over a ninety-day period, the Employer shall have the right to handle or place such advertising through a special man other than the regular route man. These ninety-day periods shall be specified as follows: January, February, March; April, May, June; July, August, September; October, November, December.

Section 4. It is understood and agreed that the Employer will install and maintain efficient heaters in country trucks.

ARTICLE XXI

It is agreed by and between the parties to this agreement that the Employer will give the benefits of the Selective Training and Service Act of 1940 to all of the employees covered by this agreement. If said Act is amended and provisions are made more favorable to the employes, than such more favorable conditions shall apply.

ARTICLE XXII

Section 1. It is agreed by the Employer that the business representative of said Union shall have free access at all times during working hours to loading platforms as far as the shipping room door of the Employer; provided, however, that the business representative shall not at any time interfere with employees or interrupt their work. It is further agreed that said Union shall have the right to post notices regarding meetings and other matters pertaining to union affairs on the Employer's bulletin board.

Section 2. It is distinctly understood and agreed that the Employer or his insurance carrier is hereby and will be hereafter absolved from any claim for injuries sustained by the business representative of the Union on the premises of the Employer during the life of this agreement.



ARTICLE XXIII

In case any dispute or misunderstanding arises which cannot be adjusted by conciliation between the two parties to this agreement, then the case shall be referred by either party to a Board of Arbitration consisting of one member to be appointed by the Employer and one member by the Union, such member to be appointed within four days after either party demands arbitration. If these two cannot arrive at an amicable adjustment, a list of five names shall be submitted by the Director of the Federal Mediation and Conciliation Service. The Union shall strike off two names and the Employer shall strike off two names within a period of ten days. The name remaining on this list shall then be the person chosen to be the official arbitrator. The arbitrator shall be appointed from this area. He shall be paid the maximum of \$100 per day. This Board of Arbitration, consisting of three members, shall meet within six days after their selection, and their findings and decision shall be binding on both parties to this agreement. It is further agreed by both parties to this agreement that no strike or lockout shall occur while this arbitration is pending.

ARTICLE XXIV

This agreement shall become effective May 1, 1954, and continue in full force and effect to May 1, 1956, and shall be renewed for one-year periods from year to year thereafter, provided, however, that either party may terminate this agreement on April 30, 1956, or any anniversary thereof by giving sixty (60) days' notice in writing of his desire to terminate prior to said April 30, 1956, or sixty (60) days prior to any anniversary thereof.

EMPLOYER:

UNION:

By CARPENTER BAKING CO., INC.

By BAKERY SALES DRIVERS LOCAL  
UNION NO. 344

By CONTINENTAL BAKING COMPANY

By Wm. L. BAKER'S BAKERIES, INC.,  
DIVISION OF INTERSTATE BAKERIES

By LIBERTY BAKING COMPANY

By GEORGE J. JACOB BAKING COMPANY

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In present negotiations the Union sought to include supervisors in the area of collective bargaining. The Employers took the position that supervisors were part of management and as such are excluded from the realm of collective bargaining.

In order to reach a settlement and without conceding that supervisors would be bargained for, it was agreed that during the term of this agreement, should a reduction in the sales supervisory force become necessary, sales supervisors will be laid off in accordance with supervisor's seniority. A supervisor so laid off may exercise his seniority in bidding on sales routes; moreover, sales supervisors shall not be discharged without proper cause and or prior consultation with the union representative. In the event a disagreement arises as to the cause of discharge, the matter will be referred to arbitration.

Furthermore, it is understood that the rates of pay of sales supervisors will not be reduced during the term of the present sales drivers' agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1954.

By \_\_\_\_\_  
CARPENTER BAKING CO., INC.

By \_\_\_\_\_  
CONTINENTAL BAKING COMPANY

By \_\_\_\_\_  
THE KARLS BAKERIES, INC.  
DIVISION OF INTERSTATE BAKERIES

By \_\_\_\_\_  
LIBERTY BAKING COMPANY

By \_\_\_\_\_  
OSWALD JACOB BAKING COMPANY

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